

ATTENTION - DELIVERY PERSONNEL

**SENDER HAS WAIVED SIGNATURE REQUIREMENT**

PLEASE DELIVER PER DMM M500.4.3

**EXPRESS MAIL - WE DELIVER**

**Sealed Bid Closed**

**I USED INTERNATIONALLY, CUSTOMS DECLARATION LABEL MAY BE REQUIRED.**



July 2013 0D: 12.5 x 9.5



10001000006

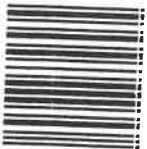
**SENDER HAS WAIVED SIGNATURE REQUIREMENT**

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

U.S. POSTAGE PAID  
Permit No. 1000  
CINCINNATI, OH  
45202

**\$0.00**

R2305M145900-02



25305

1007

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE (703) 514-1111

Ohio-West Virginia LLC  
P.O. Box 100  
Piquette, OH 45346

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

No Saturday Delivery (delivered next business day)  
 Sunday/Holiday Delivery Required (additional fee, where available)  
 Mailer to USPS.com or local Post Office for availability.

TO: (PLEASE PRINT)

PHONE (419) 514-1111

Fin...  
WV Division of Highways  
Box 5  
Piquette, OH 45346

ZIP (U.S. ADDRESSES ONLY)

45346-1005

For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.

\$100.00 Insurance included.

US POSTAGE  
02 7H \$026.35<sup>0</sup>  
0001280234 JAN 15 2021  
MAILED FROM ZIP CODE 43947



PRIORITY EXPRESS FLAT RATE



EK055232344US

**INTERNATIONAL USE**



**PRIORITY MAIL EXPRESS™**

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)		DELIVERY (POSTAL SERVICE USE ONLY)	
<input type="checkbox"/> 1-Day	<input checked="" type="checkbox"/> 2-Day	<input type="checkbox"/> Military Postage	<input type="checkbox"/> DPO
PO ZIP Code 43947	Scheduled Delivery Date (MMDDYY) 1-11-11	Insurance Fee \$	COD Fee \$
Date Accepted (MMDDYY) 1-11-11	Scheduled Delivery Time <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Return Receipt Fee \$	
Time Accepted 4:00 PM	<input type="checkbox"/> Loss Guarantee Only	Total Postage & Fees \$	
Weight 1.5 lbs.	<input type="checkbox"/> Live Shipment	Acceptance Employee Initials JPT	
	<input type="checkbox"/> Sunday/Holiday Premium		
DELIVERY (POSTAL SERVICE USE ONLY)		Employee Signature	
Delivery Attempt (MMDDYY) Time AM PM	Employee Signature		
Delivery Attempt (MMDDYY) Time AM PM	Employee Signature		

LABEL 11-8, JULY 2013 PSN 7690-02-000-9996 3-ADDRESSEE COPY

**VISIT US AT USPS.COM** Sealed Bid enclosed  
**ORDER FREE SUPPLIES ONLINE**



Ohio-West Virginia Excavating Co  
P.O. Box 128  
Powhatan Point, OH 43942

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
DIVISION OF HIGHWAYS  
BLDG 5, RM A-220  
1900 KANAWHA BLVD E  
CHARLESTON WV 25302  
US

Proc Folder: 817304

Doc Description: ADDENDUM #1  
POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATO

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No
2021-01-12	2021-01-22 14:30	ARFQ 0803 DOT2100000025



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 817304			<b>Reason for Modification:</b>
<b>Doc Description:</b> POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR -6621C045			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-01-05	2021-01-20 14:30	ARFQ 0803 DOT2100000025	1

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-220  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25302  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name:** Ohio-West Virginia Excavating Co

**Address:** PO Box 128

**Street:**


**City:** Powhatan Pt.

**State:** OH **Country:** USA **Zip:** 43942

**Principal Contact:** W. Roger Lewis

**Vendor Contact Phone:** 740 676 7464 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tina L Lewis  
 304-414-6859  
 tina.l.lewis@wv.gov

**Vendor Signature X** *W. Roger Lewis*  **EIN#** 34-1421920 **DATE** 01-15-2021

**All offers subject to all terms and conditions contained in this solicitation**

INVOICE TO			SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City US	WW	99999	No City US	WW	99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	POWER EARTH AND ROCK AUGERS/ DRILLS WITH OPERATOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73181008			

**Extended Description:**  
POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR - PER THE ATTACHED PRICING PAGES

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10:00AM	2021-01-12

	Document Phase	Document Description	Page 3
DOT2100000025	Final	POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR -6621C045	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 817304			<b>Reason for Modification:</b> ADDENDUM #1 TO ANSWER VENDOR QUESTIONS TO EXTEND THE QUESTION DEADLINE AND THE CLOSING DATE AND TIME..... See Page 2
<b>Doc Description:</b> ADDENDUM #1 POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATO			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b> for complete info
2021-01-12	2021-01-22 14:30	ARFQ 0803 DOT2100000025	2

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
DIVISION OF HIGHWAYS  
BLDG 5, RM A-220  
1900 KANAWHA BLVD E  
CHARLESTON WV 25302  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :** Ohio-West Virginia Excavating Co  
P.O. Box 128  
**Street :** Powhatan Point, OH 43942  
**City :**  
**State :** **Country :** **Zip :**

**Principal Contact :** W. Roger Lewis

**Vendor Contact Phone:** 740 676 7464 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
Tina L Lewis  
304-414-6859  
tina.l.lewis@wv.gov



**Vendor Signature X** *W. Roger Lewis* **FEIN#** 34-1421920 **DATE** 01-15-2021

**Reason for Modification:**

ADDENDUM #1

TO ANSWER VENDOR QUESTIONS

TO EXTEND THE QUESTION DEADLINE AND THE CLOSING DATE AND TIME

QUESTION DEADLINE:

01/14/2021 AT 10:00AM

CLOSING DATE AND TIME:

01/22/2021 AT 2:30PM

INVOICE TO			SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WW	99999	No City	WW	99999
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	POWER EARTH AND ROCK AUGERS/ DRILLS WITH OPERATOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73181008			

**Extended Description:**

POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR - PER THE ATTACHED PRICING PAGES

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10:00AM	2021-01-14

	Document Phase	Document Description	Page
DOT2100000025	Final	ADDENDUM #1 ✓ POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATO	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Operations Division

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.

**3A. BID SUBMISSION:** A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFQ DOT2100000012

BID OPENING DATE: 01/20/2021

BID OPENING TIME: 2:30PM

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**6. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, or the fee then assessed by said Division, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**13. NON-RESPONSIBLE:** The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**14. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

**15. TIE BIDS:** When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

**16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

**2.4. "Award Document"** means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

**2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.

**2.6. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.7. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All items checked below must be provided to the Agency by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Agency prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00 \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

- 
- 
- 
- 
- 

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.

- WEST VIRGINIA CONTRACTOR'S LICENSE
- - 
  - 
  -

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

**14. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**15. CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

**16. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**17. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**19. PREVAILING WAGE:** To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**20. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**21. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.

**22. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or



remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**23. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**25. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

**28. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

**30. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

**36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being sub-section a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Ohio-West Virginia Excavating Co  
(Full Company Name)

W. Roger Lewis  
(Authorized Signature)

W. Roger Lewis, President  
(Print or Type Name and Title of Signatory)

740 676 7464  
(Phone Number)

740 676 4410  
(Fax Number)

OWV@OWVexcavating.com  
(Email address)

01-15-2021  
(Date)



**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Ohio-West Virginia Excavating Co  
Full Company Name

W. Rugg Lee  
Authorized Signature

01-15-2021  
Date



NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Power Earth & Rock Augers/ Drills with Operator

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide Power Earth and Rock Augers/Drills with Operators for drilling holes through earth and rock at varying diameters for use at locations throughout the State of WV.

**NOTE:** This is an open-end contract solicitation, therefore no plans or drawings are available with this request. In accordance with Section 6 of these contract specifications, a low-bid Vendor will be chosen from the awarded Vendors per individual project. At that time, any plans or drawings needed for the project will be provided to the project-awarded Vendor.

- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

**2.1 “Contract Item(s)”** - the list of items identified in Section 3 of this solicitation.

**2.2 “ATTACHMENT A, ATT A, Pricing Page(s)”** are interchangeable terms for mandatory forms supplying the schedule of contract item prices, estimated order quantity when available, and totals. The pages are contained in wvOASIS or attached hereto and are used to evaluate the Solicitation responses.

**2.3 “ATTACHMENT B, ATT B, and Information Form(s)”** are interchangeable terms for mandatory forms upon which the Vendor supplies the physical address of the base(s) of operation and qualifying, responsible bidder information. The forms are contained in wvOASIS or attached hereto and are used to evaluate the Solicitation responses.

**2.4 “Solicitation”** - the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.

**2.5 “WVDOH”** - West Virginia Division of Highways.

**2.6 “OSHA”** - Occupational Safety and Health Administration. Reference: [www.osha.gov](http://www.osha.gov)

**2.7 “MP”** - Material Procedure, issued by WVDOH, Materials Control, Soils and Testing Division. Reference: [www.transportation.wv.gov/highways/mcst/Pages/default.aspx](http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx)

**2.8 “Contractor” or “Vendor”** – are interchangeable terms used herein and/or in the Standard Specs, referring to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.



REQUEST FOR QUOTATION  
Power Earth & Rock Augers/Drills with Operator

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**2.9 “Standard Specs”** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended/modified by any and all subsequent Supplemental Specifications.

**2.10 “SRIC”** - Snow Removal and Ice Control.

**2.11 “Emergency Work”** - work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

**3. GENERAL REQUIREMENTS:**

**3.1 Specifications:** The following Sections of the Standard Specs shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, and 702 as amended.

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 04, 207, 219, 307, 614, 636, 639, 702, 703, and 704, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book plus \$5.00 for the Supplemental Latest Edition) using the Attached Standard Specifications Order Form and send to:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

**3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2.1 Contract Items:** This contract shall consist of the Vendor furnishing Power Earth and Rock Augers/Drills, fully operated including fuel, maintenance and all other necessary equipment to pre-bore and install piling of various sizes for slide correction and structure foundation repairs.

REQUEST FOR QUOTATION  
Power Earth & Rock Augers/ Drills with Operator

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**3.2.1.1 Equipment Minimum Requirements:**

- Drill shall be mounted on a turntable base with a 240-degree rotation and a 30-inch slide stroke at any point in the arc of rotation.
- Drill shall possess a power plant and a mechanical drill assembly, which delivers at least 35,000 foot-pounds of torque to the Kelly bar, which rotates the Auger or Core Barrel.
- Drill shall be equipped with a power plant and mechanical or hydraulic mechanism capable of exerting a down pressure or crowding force of at least 12,000 pounds
- Drill shall be equipped with power plant and mechanical mechanism to operate a service hoist for installing piles; the hoist system shall have a lifting capacity of at least 8,000 pounds and can install 40-foot piling.
- Drill shall be equipped with two hydraulic outriggers and jacks in the front area and two hydraulic outriggers and jacks in the rear of the drill carrier for fast and efficient leveling purposes. The outriggers are not required on track mounted drills.
- Vendor shall furnish, when requested, Augers, Core Barrels, Rock Cutting Teeth, Muck Bucket and Casing, which are in good condition. Rock Cutting Teeth shall be of the type and quality comparable to the “Kennametal” brand. Vendor shall furnish all water needed for drilling purposes.

**3.2.1.2 Vendor Personnel Requirements:** All drill projects are to have at least one Operator and one Helper present during drilling, supplied by the Vendor. The Operator shall have one year of paid experience with similar equipment on similar types of jobs. The Helper shall have six months of paid experience on similar types of jobs.

Vendor shall provide on the ATTACHMENT B (ATT B) Information Form, at the time of submitting their bid, at minimum, the name of one Operator and the name of one Helper along with their years of experience. This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

**3.2.1.3 Workmanship:** It is the expectation of the WVDOH that the driller completes each job in the best possible reasonable timeframe while meeting all requirements of the project itself. Reasonable production standards will be based on the type of earth/rock that is being drilled.

**3.3.1 Site Preparation, Stake-out, Hole Size and Pile Installation:**

REQUEST FOR QUOTATION  
**Power Earth & Rock Augers/ Drills with Operator**

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- 3.3.1.2 Site Preparation:** The WVDOH will, in advance of drilling operations, prepare the site for safe and efficient work. This shall be done in collaboration with the Vendor or his authorized representative. The Vendor and the WVDOH will jointly determine that safe working conditions do exist and either party will have the right to refuse to perform work, if, in their opinion, unsafe working conditions exist.
- 3.3.1.3 Stake-out:** The location of holes and piles to be installed shall be directed by the WVDOH District Engineer or his designee. The WVDOH will stake-out all work limits to be performed.
- 3.3.1.4 Hole Size:** The size and depth of the holes will be governed by the size of the piles. The minimum hole diameter shall be two (2) inches larger than the diagonal distance across the pile cross section. In conditions where boulders, etc., are encountered, the diameter of the hole may have to be considerably larger than the maximum dimensions of the pile.
- 3.3.1.5 Pile Installation:** The angle of inclination from the vertical and the length of each pile shall be directed by the WVDOH District Engineer or his designee. Piles shall be installed immediately after each hole is drilled, unless otherwise directed by the WVDOH District Engineer or his designee. The WVDOH will perform any required splicing of piles and pile cut-off. Piles shall be furnished, delivered, and positioned on the site by the WVDOH to be conveniently available for immediate installation at each hole.

- 3.4.1 Down Equipment:** Equipment shall be considered down if it is out of production due to mechanical failure or other conditions and no pay will be authorized until production is resumed. The WVDOH will not pay the time during fueling, lubrication and warm-up of the unit.

Equipment shall not leak any fluid sufficiently to cause a six-inch (6") stain or greater on the road. If the equipment does leak a six-inch (6") stain or greater on the road, the WVDOH will shut the equipment down as unsafe until the leak is properly repaired by the Vendor.

The WVDOH reserves the right to shut down operations in the event of SRIC Season or any State of Emergency events.

- 3.4.2 Mobilization:** The most recent 911 address or physical location of the contractor's base of operation **must be provided on the ATT B Information Form. A post office box address shall not be considered as an acceptable address.**

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**3.4.2.1** One-time, one-way mobilization shall be paid by the WVDOH for moving said equipment from the contractor's base of operations to the work site and/or from one WVDOH worksite to another, whichever mileage would be of lesser cost to the WVDOH. This will be provided to the Vendor on the Delivery Order. Return of equipment to the contractor's base of operations will not be paid by the WVDOH.

The most direct suitable route from the contractor's base of operations to the work site or between work sites as agreed upon by both the WVDOH and the contractor as mileage for calculation of Mobilization.

**3.4.2.2** In-state delivery route mileage will be calculated by the WVDOH from the Vendor's location of the equipment to the WVDOH job site by utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions. Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the equipment owner's location of the equipment to the WV Stateline at which time, the Straight-Line Diagrams will be sourced at the WVDOH job site.

**3.3 Emergency Work** as ordered by WVDOH District Engineer or his designee, is work that requires the Vendor to provide the WVDOH ordering District with written acknowledgement within twenty-four (24) hours, that Vendor has received the Delivery Order and if accepted, the Vendor shall begin the work within twenty-four (24) hours from that time. The determination of emergency work will be in accordance with Section 2.11 and prominently noted on Delivery Order. Designated emergency projects that the Vendor begins within 48 hours of the date of the Delivery Order will be paid at 1.50 times the Vendor's bid price.

**4. SAFETY: Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer.

## **5. CONTRACT AWARD**

REQUEST FOR QUOTATION  
**Power Earth & Rock Augers/ Drills with Operator**

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**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A contract shall be awarded to all responsible Vendors that provide the Contract Items bid which meet all mandatory requirements of this Contract.

**5.1.1 NOTE: BOTH ATT A AND ATT B ARE MANDATORY REQUIREMENTS OF THIS CONTRACT AND MUST BE SUBMITTED TOGETHER WITH THE BID. If Vendor omits the ATT A/PRICING PAGES or the ATT B/ Information Form, the Vendor's bid will be DISQUALIFIED.**

**5.2 ATTACHMENT A - Pricing Pages must be completed by the Vendor, supplied at the time of bid submission, and shall provide the proposed equipment information and prices, per District, and correlate with the ATT B Information form.**

**NOTE:** Each District has their own Pricing Page tab at the bottom of the excel spreadsheet/Pricing Page.

**5.2.1 If Vendor is bidding multiple pieces of equipment, Vendor shall duplicate the ATT A Pricing Page to supply pricing for each piece of equipment bid, per District.**

**5.2.2 Vendor shall bid an Operation Rate, single hourly rate, for the drill unit proposed, which shall be full compensation for equipment rental and required operators up to a standard 40-hour work week. The cost of auger and core barrel resurfacing shall be included in the unit price bid.**

**5.2.2.1 For hours beyond 40 hours in a work week, Additional Charge for Overtime, the Vendor shall bid a rate per hour to cover overtime costs of labor only and that amount will be added to the operating rate for all additional operating hours beyond 40 hours.**

**As per Section 3.4.2 the Vendor shall supply on the ATT A Pricing Page, a per-mile rate for Mobilization, correlating with the ATT B Form.**

On the ATT A Pricing Page, Vendor shall supply the Operation Rate for drilled depths exceeding ten (10) feet.

**5.2.2.2 The Vendor shall quote additional pay items of Casing Pipe and Crane Mats, which may occasionally be requested by the WVDOH District Engineer or his designee. Crane mats will meet minimum industry standard size of 4'x16'x8". **Anything smaller will be considered cribbing and will not be paid.****

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**5.2.2.3 Payment for Cranes Mats:** In the event the WVDOH District has multiple projects in a given District, the District shall pay for the Crane Mats at a one-time rate per district, and after that, upon mobilization of the Mats, payment shall be per mile rate to the next project, as broken down on the ATT A Pricing Pages.

Currently, there is no estimated lease/rental volume available for any item. No future use of the Contract or any individual item is guaranteed or implied.

**5.2.3** Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages and Information Form for bid purposes by sending an email request to the following address:  
[Kristy.E.James@wv.gov](mailto:Kristy.E.James@wv.gov)

**5.3 ATTACHMENT B Information Form** shall be completed by the Vendor to supply mandatory information that correlates with the ATT A Pricing Page as follows: per Section 3.4.2, the Vendor shall supply the physical location of the Base of Operations, AND shall supply the name and years/months of experience of at least one Operator and at least one Helper, per Section 3.2.1.2

**NOTE:** If the base of operation is the same for all pieces of equipment bid, only one accompanying ATT B Information Form is required per bid submission.

**Any bid submitted without the Information Form WILL BE DISQUALIFIED.**

## **6. DETERMINING LOW BID PER PROJECT**

To determine the low bid Vendor per Project, the WVDOH District Engineer or their designee shall issue a Delivery Order to the low bidder based on type and size of equipment required for the project along with the proximity of equipment to the WVDOH job site at the lowest project cost. The projected cost is the estimated hours (Operation Rate) plus Mobilization cost and any additional requests of Casing Pipe and/or Crane Mats.

## **7. ORDERING AND PAYMENT**

**7.1 Ordering:** Vendor shall accept orders through wvOASIS, facsimile, e-mail, regular mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how

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Power Earth & Rock Augers/ Drills with Operator

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Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 7.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per contract Items, as well as the tentative start and end dates, to be agreed upon as to the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.**

**7.2.1 Lead Time:** In non-emergency situations, the WVDOH should plan accordingly to allow the Contractor fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work. For emergency work as requested by WVDOH, refer to Section 3.3 of these Specifications.

- 7.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([www.wvsao.gov](http://www.wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

- 7.4 Contract award transition:** Upon the award of this contract, whether or not the effective date or the completed and encumbered date has been released by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the effective date of use announcement, any Delivery Order issued toward the 2019/2020 Contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendor from the 2019/2020 Contract shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District to cancel the balance of that Delivery Order only. No Delivery Order from the 2019/2020 Contract should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open

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**Power Earth & Rock Augers/ Drills with Operator**

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Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another.

**8. PROJECT ACCEPTANCE DELIVERY AND RETURN**

- 8.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order and/or any Revisions/Modifications thereto sent by WVDOH, the **Vendor shall advise the WVDOH in writing within five (5) calendar days of their receipt of the Delivery Order**, to verify receipt. Failure to provide the WVDOH with written acknowledgement of such Orders/Revisions within five days of the Order being sent shall be considered as the Vendor's refusal of the Delivery Order and be cause for the WVDOH at its own discretion to cancel the Delivery Order and obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 8.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or his designee.**
- 8.3 Delivery Time:** In accordance with Section 8 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or his designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.**
- 8.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or his designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or his designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.1.



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- 8.5 Late Delivery:** If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and be subject to Liquidated Damages, per Section 8.5.1.
- 8.5.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7.1, as amended.
- 8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 8.7 Project Acceptance Criteria:** The WVDOH District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or his designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work correction actions have been made and approved by the WVDOH District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed fifteen (15) calendar days unless otherwise declared in writing by the WVDOH District Engineer or his designee, and Liquidated Damages shall apply, per Section 8.5.1.
- 8.8 Rejection of Unacceptable Contract Items:** The decision of the WVDOH District Engineer or his designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended.

## 9. VENDOR DEFAULT

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Power Earth & Rock Augers/ Drills with Operator

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9.1 The following shall be considered a Vendor default under this Contract.

9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**10.3 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any equipment or otherwise resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.

**10.4 Insurance:** Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs, as amended.

**10.5 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.

**10.6 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar

REQUEST FOR QUOTATION  
**Power Earth & Rock Augers/ Drills with Operator**

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value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**10.7 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. If the Contract Manager or any of the Vendor's contact information, email, addresses, or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Shawn Starr  
Telephone Numbers: 740 676 7464  
Fax Number: 740 676 4410  
Email Address: OWV@OWVEXCAVATING.COM

**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 1 - Counties: Boone , Clay , Kanawha, Mason, Putnam**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.	
		<b>Proposed Equipment</b>	
MANUFACTURER	2016 Soilmec		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4751		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
DEGREE OF ROTATION	360		
SLIDE STROKE	48"		
FOOT POUNDS OF TORQUE	95,881 FT/LB		
DOWN PRESSURE/CROWDING FORCE	27,876 LBS		
HOLE DEPTH	90'		
	<b>Pay Unit</b>	<b>PRICING</b>	
OPERATION RATE First 40 hours in a work week	Per Hour Rate	420.00	
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	420.00	
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a	Per Hour Rate	85.00	
MOBILIZATION	Per Mile Rate	48.00	
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00	
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00	
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00	

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		<b>Proposed Equipment</b>	
MANUFACTURER	2017 Soilmec		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4924		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
DEGREE OF ROTATION	360		
SLIDE STROKE	48"		
FOOT POUNDS OF TORQUE	95,881 FT/LB		
DOWN PRESSURE/CROWDING FORCE	27,876 LBS		
HOLE DEPTH	90'		
	<b>Pay Unit</b>	<b>PRICING</b>	
OPERATION RATE First 40 hours in a work week	Per Hour Rate	420.00	
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	420.00	
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	85.00	
MOBILIZATION	Per Mile Rate	48.00	
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00	
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00	
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00	

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**District 2 - Counties: Cabell , Lincoln , Logan, Mingo, and Wayne**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.
		<b>Proposed Equipment</b>
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
OPERATION RATE First 40 hours in a work week	Per Hour Rate	420.00
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ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	85.00
MOBILIZATION	Per Mile Rate	48.00
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00

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MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 3 - Counties: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>	Ohio-West Virginia Excavating Co.	
	<b>Proposed Equipment</b>	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
OPERATION RATE First 40 hours in a work week	Per Hour Rate	340.00
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	350.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	75.00
MOBILIZATION	Per Mile Rate	38.00
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	43.00
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	1,600.00
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	18.00



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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 4 - Counties: Doddridge, Harrison, Marion, Monongalia, Preston, and Taylor**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

	<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.
	<b>Proposed Equipment</b>		
MANUFACTURER	2016 Soilmec		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4751		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
DEGREE OF ROTATION	360		
SLIDE STROKE	48"		
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<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.	
		<b>Proposed Equipment</b>	
MANUFACTURER	2017 Soilmecc		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4924		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 5 - Counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, and Morgan**

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<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.	
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MANUFACTURER	2016 Soilmec		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4751		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
DEGREE OF ROTATION	360		
SLIDE STROKE	48"		
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ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	85.00	
MOBILIZATION	Per Mile Rate	48.00	
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00	
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00	
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**District 5 - Counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, and Morgan**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.
		<b>Proposed Equipment</b>
MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
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DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
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OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	420.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	85.00
MOBILIZATION	Per Mile Rate	48.00
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00

**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 6 - Counties: Brooke, Hancock, Marshall, Ohio, Tyler, and Wetzel**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.
		<b>Proposed Equipment</b>
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
OPERATION RATE First 40 hours in a work week	Per Hour Rate	290.00
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	300.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	70.00
MOBILIZATION	Per Mile Rate	28.00
CASING PIPE Only upon request by WVDOH Engineer/Manager or his designee	Per Lineal Foot	38.00
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	1,300.00
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	18.00

**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 6 - Counties: Brooke, Hancock, Marshall, Ohio, Tyler, and Wetzel**

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<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.	
		<b>Proposed Equipment</b>	
MANUFACTURER	2017 Soilmec		
MODEL NUMBER	SR-30		
EQUIPMENT MODIFICATIONS and ADDITIONS			
SERIAL NUMBER	4924		
HOLE DIAMETER <b>Minimum</b>	18"		
HOLE DIAMETER <b>Maximum</b>	48"		
DEGREE OF ROTATION	360		
SLIDE STROKE	48"		
FOOT POUNDS OF TORQUE	95,881 FT/LB		
DOWN PRESSURE/CROWDING FORCE	27,876 LBS		
HOLE DEPTH	90'		
	<b>Pay Unit</b>	<b>PRICING</b>	
OPERATION RATE First 40 hours in a work week	Per Hour Rate	290.00	
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	300.00	
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	70.00	
MOBILIZATION	Per Mile Rate	28.00	
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CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	1,300.00	
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 7 - Counties: Barbour, Braxton, Gilmer, Lewis, Upshur, and Webster**

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<b>Vendor Name:</b>	Ohio-West Virginia Excavating Co.	
	<b>Proposed Equipment</b>	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
OPERATION RATE First 40 hours in a work week	Per Hour Rate	420.00
OPERATION RATE ROCK DRILLING greater than 10 feet (First 40 hours in a work week)	Per Hour Rate	420.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 in a work week)	Per Hour Rate	85.00
MOBILIZATION	Per Mile Rate	48.00
CASING PIPE Only upon request by WVDOH Engineer/ Manager or his designee	Per Lineal Foot	48.00
CRANE MATS 4'x16'x8" Only upon request by WVDOH Engineer/Manager or his designee	Per Mat, Per Project Site	2,000.00
MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00



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**District 7 - Counties: Barbour, Braxton, Gilmer, Lewis, Upshur, and Webster**

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MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
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DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
	<b>Pay Unit</b>	<b>PRICING</b>
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 8 - Counties: Pendleton, Pocahontas, Randolph, and Tucker**

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<b>Vendor Name:</b>	Ohio-West Virginia Excavating Co.	
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MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS and ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER <b>Minimum</b>	18"	
HOLE DIAMETER <b>Maximum</b>	48"	
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 9 - Counties: Fayette , Greenbrier , Monroe, Nicholas, and Summers**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>		Ohio-West Virginia Excavating Co.	
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MODEL NUMBER	SR-30		
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**ATTACHMENT A (ATT A) Pricing Page - Power Earth and Rock Augers/Drills**

**District 10 - Counties: McDowell, Mercer, Raleigh, and Wyoming**

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of Equipment, per District.

<b>Vendor Name:</b>	Ohio-West Virginia Excavating Co.	
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MANUFACTURER	2017 Soilmec	
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SERIAL NUMBER	4924	
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FOOT POUNDS OF TORQUE	95,881 FT/LB	
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MOBILIZATION of CRANE MATS 4'x16'x8" Per Mat, Per District (Only upon request by the WVDOH Engineer or his designee)	Per Mile Rate	20.00

**ATTACHMENT B (ATT B) INFORMATION FORM**

**Power Earth and Rock Augers/Drills with Operator**

Per the contract Specifications, Vendor shall complete this form to provide its Base of Operation Location and Personnel Requirement. This form must accompany the ATTACHMENT A Pricing Pages at the time of bid.

**BASE OF OPERATIONS**

Supply the Exact Physical Location of the Base location per Section 3.4.2 of the Specifications. Any address that includes a Post Office box will NOT be accepted.

Ohio-West Virginia Excavating Co.

56461 Ferry Landing Road

Shadyside, OH 43947

**PERSONNEL REQUIREMENT**

Supply the Operator and Helper information per Section 3.2.1.2 in the space below. This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

Name of no less than One Operator:

Scott Cross & Rich Haney

Number of years of experience of Operator:

26 Years & 24 Years

Name of no less than One Helper:

Brock Cross & Mark Isaly

Number of months/years of experience of Helper:

6 Years & 5 Years



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Ohio-West Virginia Excavating Co.

Authorized Signature: W. Huger Jen Date: 1-15-21

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 15 day of January, 2021.

My Commission expires Sept. 24, 2021.



JUDITH D CHIMLEY  
Notary Public  
State of Ohio  
My Commission Expires  
September 24, 2021

Judith D. Chimley

